



S/N 10/005,092

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Yinghong Yu, <i>et al.</i>	Examiner:	Schaetzle, Kennedy
Serial No.:	10/005,092	Group Art Unit:	3762
Filed:	December 5, 2001	Docket No.:	13569.0018US01
Title:	A Cardiac Resynchronization System Employing Mechanical Measurement of Cardiac Walls		

CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Mail Stop AF, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on August 25, 2005.

By:   
Name: Alan G. Gorman

TERMINAL DISCLAIMER UNDER 37 C.F.R. 1.321(b)

Mail Stop AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

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Dear Sir/Madam:

Petitioner, Cardiac Pacemakers, Inc., a corporation organized and existing under the laws of the State of Minnesota and having its primary place of business at 4100 Hamline Avenue North, in the city of St. Paul Minnesota, in the county of Ramsey, and the state of Minnesota represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 10/005,092 filed on December 5, 2001 and entitled "A Cardiac Resynchronization System Employing Mechanical Measurement of Cardiac Walls," by virtue of assignment recorded at Reel 012356, Frame 0756.

The owner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 and 173 as shortened by any terminal disclaimer filed prior to the grant of any patent granted on the pending second Application Number 10/206,131, of any patent on the second pending application. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and any patent granted on the second application are

commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors, or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of any patent granted on the second application, as shortened by any terminal disclaimer filed prior to the patent grant, in the event that any such granted patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims canceled by a reexamination certification, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer filed prior to its grant.

The owner's undersigned representative is empowered to act on behalf of the assignee.

The Office is hereby authorized to charge the fee required by 37 C.F.R. 1.20(d) to Deposit Account No. 13-2725. The Applicant does not claim status as a small entity.

Respectfully submitted,

MERCHANT & GOULD



Alan G. Gorman  
Reg. No. 38,472

Date: August 25, 2005

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